

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

**FILED**

DEC 31 1997

DOROTHY A. EVANS, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF OKLAHOMA

IN RE:

SEPAHVAND, MORAD, 431-41-0369,

Debtor.

FIRST USA BANK,

Plaintiff,

vs.

MORAD SEPAHVAND,

Defendant.

Case No.97-02087-R  
Chapter 7

Adversary No.97-0276-R

**Journal Entry of Judgment**

NOW on this 29 day of December, 199 7, came on for consideration on the stipulation of the parties. Plaintiff appeared by its attorneys of record, TIPS & GIBSON, and Defendant appeared by his attorney, Bruce H. Harlton. Both parties announced that a settlement had been reached under the following terms, conditions and stipulations:

1. The Court has full and complete jurisdiction and venue over this adversary proceeding and the parties.
2. This is a core proceeding.
3. It is agreed that the said sum of \$5,026.54 is nondischargeable and that judgment should be granted to the Plaintiff in that sum, plus interest, attorney's fees, and accrued and accruing costs.
4. It is further agreed that if the Defendant pays the Plaintiff the sum of \$1,750.00 with no accruing interest in 17 consecutive monthly payments of \$100.00, and

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Clerk, U.S. Bankruptcy Court  
Northern District of Oklahoma

one final payment of **\$50.00**, said consecutive monthly payments to commence on the **15th day of January, 1998**, such total payment of **\$1,750.00** will be accepted as full and complete settlement of this obligation.

5. It is further agreed that, however, if Defendant defaults under the terms of this settlement, the Plaintiff shall have final judgment against the Defendant in the full sum of **\$5,026.54**, with interest thereon from **April 23, 1997**, at the contractual interest rate on merchandise and on cash advances per annum, attorney's fee and all costs accrued and accruing, as set by the Court.
6. It is further agreed that a reasonable attorney's fee in this matter is **\$750.00** and that the costs expended to date are **\$157.98**.

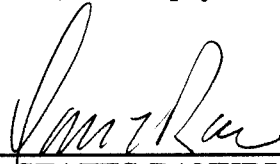
THE Court having reviewed and approved the stipulations of the parties, finds and, it is: **THEREFORE ADJUDGED AND DECREED** that the indebtedness due Plaintiff **FIRST USA BANK**, from Defendant/Debtor **MORAD SEPAHVAND**, in the amount **\$5,026.54** be, and is determined to be nondischargeable; and it is

**FURTHER ORDERED, ADJUDGED AND DECREED** that **FIRST USA BANK**, is granted a judgment against **MORAD SEPAHVAND**, for the principal sum of **\$5,026.54**, plus interest as set forth above from April 23, 1997, a reasonable attorney's fee of **\$750.00**, and accrued and accruing costs; and it is

**FURTHER ORDERED, ADJUDGED AND DECREED** by the Court that the Defendant/Debtor, **MORAD SEPAHVAND**, is hereby granted a stay of execution conditioned upon his payment to the Plaintiff the sum of **\$1,750.00**, payable in 17 consecutive monthly payments of **\$100.00** per month commencing on the **15th day of January, 1998**, and each and every month thereafter, and one final payment of **\$50.00** thereafter, until said total sum of

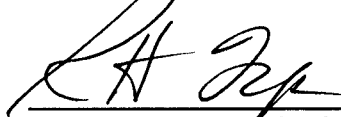
**\$1,750.00** is paid in full.

FURTHER ORDERED, ADJUDGED AND DECREED by the Court that this judgment shall be satisfied in full upon the payment of the said total sum of **\$1,750.00** payable as shown in the payment schedule above, including attorney's fees, if said payments are made timely as set forth above.

  
UNITED STATES BANKRUPTCY JUDGE

Approved as to Form and Content:

**TIPS & GIBSON**



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**MORAD SEPAHVAND**  
Debtor/Defendant



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